

IN THE JUSTICE COURT, CIVIL DIVISION
YELLOWSTONE COUNTY, MONTANA
BEFORE JUDGE _____

PLAINTIFF(S) NAME(S)

1(a). _____

Address City, State, Zip Phone No

CASE NO.

1(b). _____

Address City, State, Zip Phone No

CV- _____

VS

DEFENDANT(S) NAME(S).

**DEFAULT JUDGMENT
FOR POSSESSION**

2(a). _____

Address City, State, Zip Phone No

2 (b). _____

Address City, State, Zip Phone No

The defendant(s) was/were served with the summons and complaint for possession on

_____.

The default of the defendant(s) was entered for failure to answer the complaint within
TEN (10) days after service of the summons and complaint.

The court further finds as follows:

1. That the plaintiff(s) is/are entitled to relief as demanded in the complaint for possession;
2. That the monthly rental is \$_____;
3. That the defendant(s) was/were served a notice in writing, requiring said defendant(s) to surrender and deliver the premises or remedy the noncompliance within the notice period;
4. That the rental agreement/lease was terminated upon notice, or the failure to remedy the noncompliance within the notice period;
5. That the defendant(s) holds over and continues in possession of said premises without the permission of the plaintiff(s) after failure to surrender and deliver the premises, or remedy the noncompliance; and by reason whereof plaintiff(s) has/have sustained damages;
6. That the rent now due and owing is \$_____;
7. That the total of other damages sustained by the defendant(s) and determined at the time of the entry of default is \$_____;
8. That the defendant(s) paid the plaintiff(s) a security deposit of \$_____ to secure payment of the rent, damages and cleaning.

9. That the holdover by the defendant(s) without permission of the plaintiff(s) is purposeful and not in good faith, and under §70-24-429, MCA, the plaintiff(s) is entitled to 3 month's periodic rent or treble damages, which ever is greater; and

IT IS ORDERED AND ADJUDGED:

1. That the plaintiff(s) recover from the defendant(s) possession of the premises described as follows:

Street Address

Apt./Space #.

City

State

belonging to plaintiff(s) and that a writ of restitution and possession issue therefore;

2. That the rental agreement between the parties be and is terminated;
3. That plaintiff(s) have/has judgment against the defendant for the sum of \$_____;
4. That the security deposit of [\$_____] be credited toward the judgment; and
5. That plaintiff(s) recover from the defendant(s) costs of this action amounting to \$_____ and accruing costs and interest on the judgment at the rate of ten percent (10%) per annum from the date hereof.

The total judgment and costs, after credit for the security deposit, is \$_____.

Dated: _____.

Judge, Justice Court

THERE IS NO APPEAL FROM A DEFAULT JUDGMENT TO THE DISTRICT COURT EXCEPT ON QUESTIONS OF LAW OR ABUSE IN SETTING ASIDE A DEFAULT. NOTICE OF APPEAL TO THE DISTRICT COURT MUST BE FILED WITH THE CLERK OF THE JUSTICE COURT AND A COPY OF THE NOTICE OF APPEAL SERVED UPON THE ADVERSE PARTY WITHIN 30 DAYS AFTER ENTRY OF JUDGMENT.

CERTIFICATE OF SERVICE

I do hereby certify that the undersigned did serve by first class mail a copy of the above DEFAULT JUDGMENT FOR POSSESSION on the defendant(s) on _____20____ at the address(es) shown above.

Clerk, Justice Court